

OFFICIAL FILE
ILLINOIS COMMERCE COMMISSION

(773) 955-4309
July 6, 2006

ORIGINAL

SBC Ameritech
Re: Informal Complaint #2005-07819s
Docket # 05-0496 and
Amended Complaint

Chief Clerk
Illinois Commerce Commission
527 East Capitol Avenue
Springfield, Illinois 62701

Dear Madam:

05-0496
Response to
Motion to Dismiss

I would like to begin by reiterating to the Administrative Law Judge G. Dolan and Attorney J. Huttenhower that I am the recipient of a monthly allotment issued from Social Security Insurance (SSI) in the form of a Disability check in the amount of \$603 as of January, 2006. With the first complaint AT&T consumed nearly 1/3 of my monthly expenditures and 1/4 of my Allotment was accessed for banking transactions beyond my control during this second incident.

AFFIDAVIT OF LESLIE A. WILSON

In response to Leslie A. Wilson's affidavit issued on May 16, 2006 on behalf of AT&T Illinois. Ms. Wilson makes mention of a payment reversal, 2 goodwill credits issued to my account in May and June of 2005, and 2 specific credits issued in the amounts of \$5.00 on May 13, and an additional credit of \$25.00 on June 14, 2005. The reversal of the \$51.92 payment that was inadvertently deducted from my account on April 28th, instead of May 1, 2005 which was the date originally requested. I have repeatedly requested that AT&T not make credits to my account but instead issue my monies by check.

Ms. Wilson, is employed in an office located in Indiana, however, the Payment Claims Specialists most familiar with my complaint work out of an office in Ohio. It behooves me that you chose someone that is completely unfamiliar with my complaint without consulting any of the three employees that worked directly with my complaint.

(Attachment #1)

FAX SENT TO MS. PERKINS

When this issue was first presented to the Customer Service Department and later to the Payment Claims Specialist, I was duly advised this department would resolve this matter with the utmost expediency upon receipt of all documentation pertaining to the matter. Ms. Perkins, Ms. Wright and Ms. Jackson all assured me the matter would be resolved.

(Attachment # 2)

However, this did not happen. The monies issued to my account served no purpose to me due to the daily accrual of banking fees, NSF check returns and overdraft charges applied to my personal checking account and bank card accounts. If this matter had been handled more proficiently the degree of damages would not have escalated to these proportions.

VERIFIED MOTION OF AT&T TO DISMISS AMENDED COMPLAINT

In response to the Verified Motion Of AT&T To Dismiss Amended Complaint. I filed the Amended Complaint on May 22, 2006, and failed to have the document notarized. I was notified by phone of my oversight by Claire from the Chief Clerks Office and I assured her I would take care of the matter immediately. I can only assure you I sent 3 copies of all documentation pertaining to the Amended Complaint to the Springfield Office of the Illinois Commerce Commission. I was not advised to send a copy directly to Atty. J. Huttenhower, nor is it stipulated in the ICC Handbook that Counsel was to receive aforementioned documentation. In error Administrative Law Judge Dolan, received all three copies of my response and during the status hearing on June 3, 2006 you were issued a copy of my request for an amendment of my 2 complaints. (Attachment #3)

SETTLEMENT AGREEMENT

In reference to the \$160.00 amount agreed upon for the initial complaint, this amount was agreed upon on behalf of myself (Rita Whitfield), Administrative Law Judge G. Dolan and Attorney J. Huttenhower. I received documentation dated February 27, 2006, that stipulates an agreement had been reached. (See Attachment # 4)

I was prepared to sign the Settlement Agreement when I discovered another unauthorized payment had been deducted from my personal checking account causing a total of monetary damages in the amount of \$136.80 in overdraft fees and banking charges. Not only did this unauthorized payment cause me problems monetarily with my checking account; the Returned NSF check presented to Harold Washing College returned unpaid automatically suspends my check writing privileges in the College Business Offices (i.e.) Cashiers Office, Registrars Office, and the Campus Book Store for the next 5 years. This serves as an embarrassment to me in the Business Offices on campus. (Attachment # 5)

I find it very disturbing that AT&T Customer Service, nor the Executive Appeals unit for AT&T has not been able to trace, retrieve or disseminate information pertaining to a call made to my home in December. This call initially brought up the disputed payment arrangement in the amount of \$27.80. Even though this call still remains unfounded you, however, say you are prepared to prove I agreed to and authorized the \$27.80 payment to be electronically debited from my personal checking account. (Attachment # 6)

The Consequential Damages I seek are reimbursements stemming from Unwarranted Acts and Lack of Professionalism as well as Breach of Promise from AT&T and its Employees.

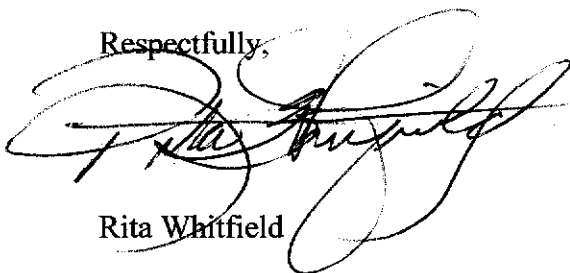
How can AT&T expect other companies and corporations to assume their financial responsibilities as well as consume all debts accrued from erroneous payments retrieved from customer's accounts without their authorization? Attorney J. Huttenhower, has reiterated to me in each closed session that I should pay the amount owed AT&T over and beyond the disputed amount in question. In summary, I would like to add that I was made to feel it would appear more favorable for AT&T and its' Counsel if I made payment of all amounts over the disputed bill prior to the resolution of this matter. I will again dispute the authorization of both electronic payments debited from my account.
(Attachment # 7)

Attorney J. Huttenhower, has pointedly made reference to my not being an attorney, he is absolutely correct. On April 19, 2006, Administrative Law Judge G. Dolan suggested to Atty. Huttenhower that the 2 complaints be amended; the attorney requested more time to make his decision and informed me at a later date that he would not be amending the second complaint. Instead he chose to credit \$72.00 to my phone account and dismiss the complaint as a **Moot Issue** that has therefore by his standards been resolved.

I refused to sign the Settlement Agreement because it states AT&T could not be held liable for any future damages on my account after the date of February 27, 2006. The second complaint was initiated on January 28, 2006. So therefore I refused to sign the Agreement, because it would have to be addressed after the Settlement date.

Attorney Huttenhower, you say you are prepared to prove I authorized said payment in the amount of \$27.80, I know the Customer Service Representatives cannot access all customer information and that they are not given access to information beyond the last 4 digits of a customer's checking account number used to establish electronic payments. However, there are other personnel within the Company that have the Authority to access and process information and transactions on Customers Accounts. I am alleging this is what took place on my account without my permission.

Respectfully,

A handwritten signature in black ink, appearing to read 'Rita Whitfield', written over a horizontal line.

Rita Whitfield